

REMARKS

Claims 1-32 are now pending in the application and stand rejected. The Examiner is respectfully requested to reconsider and withdraw the rejections in view of the amendments and remarks contained herein.

REJECTION UNDER 35 U.S.C. § 102

Claims 1-32 stand rejected under 35 U.S.C. § 102(b) as being anticipated by DeLima et al. (U.S. Pat. No. 7,213,071) ("DeLima"). This rejection is respectfully traversed.

Claim 1 is amended to recite a "method of managing resources of a service-oriented information system, the method performed by a processor configured with memory included in the system, the method comprising: providing information services, quality of service (QoS) management services, and resource management services to a plurality of client applications through an information broker of the system; receiving a quality of service (QoS) message from a client application expressing at least one QoS requirement as at least one parameter value; notifying the client that the at least one QoS requirement is denied; receiving a revised QoS message from the client and negotiating a contract with the client for quality of service based on the revised message; and allocating at least one resource of the system to the client based on the contract; the receiving, notifying, and allocating steps performed through the information broker."

The amendment of claim 1 is supported in the specification, e.g., at paragraphs 21, 32, and 40-41. In the system of DeLima, TQoS cookies and/or tokens are used to

specify relative priority and/or bandwidth. The cookies may be specified by servers and/or a business application for a series of related request and response messages (*i.e.*, a "transaction") (abstract; col. 10, line1–col. 11, line 33). Although cookies containing QoS specifications for a transaction may be stored in a jar (col. 8, lines 5-21), there apparently is no centralized coordination of how the QoS specifications themselves are made. Further, although policies and rules may be applied (Fig. 5), there apparently is no negotiation between a web application and a server as to acceptance or denial and/or revision of specific QoS parameters. Accordingly, DeLima does not teach or suggest the recitations of claim 1 as amended.

Claim 12 is amended to recite "...a processor and memory; and an information broker encoded in the memory and executable by the processor to provide information services, quality of service (QoS) management services, and resource management services to a plurality of client applications; the broker executable by the processor to: receive a quality of service (QoS) message from a client application expressing at least one QoS requirement as at least one parameter value; notify the client that the at least one QoS requirement is denied; receive a revised QoS message from the client and negotiate a contract with the client for quality of service based on the revised QoS message; and manage at least one resource of the system in accordance with the contract."

As previously discussed, in the system of DeLima there apparently is no centralized coordination of how the QoS specifications are made. Further, although policies and rules may be applied (Fig. 5), there apparently is no negotiation between a web application and a server as to acceptance or denial and/or revision of specific QoS

parameters. Accordingly, DeLima does not teach or suggest the recitations of claim 12 as amended.

Claim 19 is amended to recite a “quality of service (QoS) management service for use in an enterprise system having a service oriented architecture (SOA), the QoS management service comprising a processor and memory of the enterprise system and a broker for a plurality of component services, the broker configured in the memory and executable by the processor to: receive a QoS message from a service requester of the enterprise system expressing at least one QoS parameter; notify the service requester that the at least one QoS parameter is unacceptable; create a contract with the service requester for quality of service based on a revised QoS message received from the service requester; monitor the QoS parameters in the contract; and manage at least one resource of the enterprise system based on the monitoring.”

As previously discussed, in the system of DeLima there apparently is no centralized coordination of how the QoS specifications are made. Further, although policies and rules may be applied (Fig. 5), there apparently is no negotiation between a web application and a server as to acceptance or denial and/or revision of specific QoS parameters. Accordingly, DeLima does not teach or suggest the recitations of claim 19 as amended.

Claim 25 is amended to recite a “tangible machine-readable medium for use with a processor having a memory, the machine-readable medium comprising: instructions executable by the processor to provide a broker service commonly available to a plurality of client applications for quality of service (QoS) management in an information system; instructions executable by the processor to receive, through the broker, a

quality of service (QoS) message from a client application of the information system expressing at least one QoS requirement as at least one parameter value; instructions executable by the processor to negotiate, through the broker, a contract with the client for quality of service based on the at least one parameter value, wherein the at least one parameter value is a revision of a parameter value previously denied by the broker; and instructions executable by the processor to allocate, through the broker, at least one resource of the information system to the client based on the contract."

As previously discussed, in the system of DeLima there apparently is no centralized coordination of how the QoS specifications are made. Further, although policies and rules may be applied (Fig. 5), there apparently is no negotiation between a web application and a server as to acceptance or denial and/or revision of specific QoS parameters. Accordingly, DeLima does not teach or suggest the recitations of claim 25 as amended.

Claim 26 is amended to recite an "apparatus comprising: a computer-readable memory device having code embodied thereon to provide an information broker for an information system having a service-oriented architecture, the code providing the broker configured to, when executed by a processor of the information system, provide information services, quality of service (QoS) management services, and resource management services to a plurality of client applications; the broker further configured to receive a quality of service (QoS) message from a client application and negotiate, via a QoS management service exported by the broker to the client application, a contract with the client application for quality of service based on at least one parameter value in the QoS message."

As previously discussed, in the system of DeLima there apparently is no centralized coordination of how the QoS specifications are made. Further, although policies and rules may be applied (Fig. 5), there apparently is no negotiation between a web application and a server as to acceptance or denial and/or revision of specific QoS parameters. Accordingly, DeLima does not teach or suggest the recitations of claim 26 as amended.

Claim 28 is amended to recite a "QoS management service for use in an enterprise system having a service oriented architecture (SOA), the QoS management service comprising: a processor of the enterprise system, the processor having memory configured with code executable by the processor to provide a broker through which information services, quality of service (QoS) management services, and resource management services are provided to a plurality of client applications; the broker configured to provide: a QoS manager configured to receive a QoS message from a client application of the system expressing at least one QoS parameter; an establishment service configured to establish with the client a QoS contract that includes the at least one parameter as revised from a previous QoS message from the client application; and a resource manager configured to allocate at least one resource of the system based on the contract."

As previously discussed, in the system of DeLima there apparently is no centralized coordination of how the QoS specifications are made. Further, although policies and rules may be applied (Fig. 5), there apparently is no negotiation between a web application and a server as to acceptance or denial and/or revision of specific QoS

parameters. Accordingly, DeLima does not teach or suggest the recitations of claim 28 as amended.

CONCLUSION

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action and the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested. If the Examiner believes that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at (314) 726-7500.

Respectfully submitted,

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